

02/25/05

PROCAPS

## ESTOPPEL CERTIFICATE

**TO:** PAINTBALL L.P. (the "Purchaser") and to its Lenders from time to time

**RE:** Assignment of that certain Product Supply Agreement executed September 20, 2004 by and between National Paintball Supply, Inc. ("NPS") and Procaps Encapsulation Inc. ("Procaps") as may be amended (the "Contract")

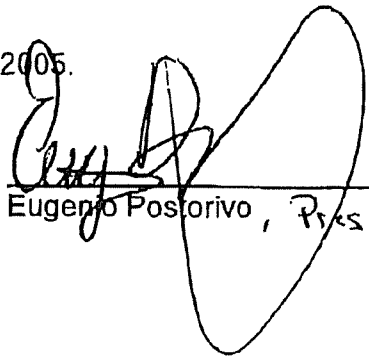
The undersigned, President of NPS, hereby acknowledges and confirms the following on behalf of NPS:

1. The Contract is in full force and effect and there has been no modification, assignment or changes to the Contract.
2. To the best of my knowledge, NPS has no claim, defence, set-off or counterclaim against Procaps under the Contract or otherwise, except as described on Exhibit A.
3. There are no other agreements in respect of the Contract between Airtech and NPS.
4. There have been no prepayments under or on account of the Contract.
5. That to the best of my knowledge, no default on the part of Procaps has occurred and is continuing, except as described on Exhibit A.
6. To the best of my knowledge, no default on the part of NPS has occurred and is continuing.
7. The undersigned certifies and represents that the above statements are true and complete as of the date hereof.
8. The undersigned agrees to execute and deliver the bring-down certificate on the date of closing of the transaction between the Purchaser and Procaps and others, in the form annexed hereto or as amended to describe any claims, if applicable, which have arisen since the date of this Estoppel Certificate.

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9. This estoppel certificate shall enure to the benefit of the Purchaser and its successors and permitted assigns and be binding upon NPSI, its successors and permitted assigns.

DATED this 15<sup>th</sup> day of February, 2005.



Eugenio Pastorino, Pres. & CEO

EXHIBIT A TO ESTOPPEL CERTIFICATE FOR PROCAPS

1. NPS shall not be liable/responsible for any outstanding monies associated with or to be paid to Adrian Sanders and/or Stephen Baldwin associated with NPS' acquisition of certain distribution rights in and for Europe and/or in relation to QIP's purchase and sale of the shares and/or assets of DraXxus Europe.
2. NPS maintains defective Product claims for 4,576 cases of Paintballs returned from Europe and 2,153 cases of Paintballs returned from California.
3. NPS maintains team sponsorship related disputes/differences for 2005, if otherwise not assumed/accommodated by Paintball L.P.